

ATTN: Teresa J. Gill, DESC-BZB, Room 2946  
Defense Energy Support Center  
8725 John J. Kingman Road, Suite 4950  
Fort Belvoir, VA 22060-6222

SUBJECT: SOLICITATION SP0600-02-R-0002-0001

Issue Date: September 9, 2002 Closing Date: October 9, 2002 at 3:00 PM (EST)

1. This letter constitutes solicitation SP0600-02-R-0002-0001. You are advised that DESC may elect not conduct discussions after receipts of initial offers under this solicitation (See paragraph (g) (4) of Clause L2.05-2, INSTRUCTIONS TO OFFERORS – COMMERICAL ITEMS (BULK) (DESC JUNE 1999). To ensure acceptability of your offer, please review this message carefully prior to offer submission.
2. All of the terms and conditions of solicitations SP0600-02-R-0002 are hereby incorporated by reference, except as noted below. A copy of SP0600-02-R-0002 is available from the DESC website at <http://www.desc.dla.mil/publicpages/b/sol.cfm>. Hardcopies will only be provided upon request.
3. No hard copy of this solicitation will be issued. The offer submission package issued under SP0600-02-R-0002 applies to this solicitation.
4. If all certifications and representations submitted under SP0600-02-R-0002 are applicable, you may include the following statement in your offer rather than resubmit this information: “All certifications and representations submitted under SP0600-02-R-0002 apply to this offer under SP0600-02-R-0002-0001.”
5. The following clauses contained in SP0600-02-R-0002 are deleted:

**B17** SUPPLIES TO BE FURNISHED (LUBES) (DESC MAR 1985)

**F4** DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

**G150.05** SUBMISSION OF INVOICES FOR PAYMENT-COMMERICAL ITEMS (BULK)  
(DESC OCT 2000)

**H19.02** REPORTING REQUIREMENTS FOR SHIPMENTS (DESC NOV 2000)

**I28.02-1** FEDERAL, STATE, AND LOCAL TAXES/FEEES EXCLUDED FROM  
CONTRACTOR PRICE (DESC AUG 1997)

**I28.03-1** TAX EXEMPTION CERTIFICATES (DESC MAR 1989)

**K1.05** OFFEROR REPRESENTATION AND CERTIFICATIONS-COMMERICAL ITEM  
(NOV 1985)

6. The following clauses, attached hereto in full text are added to the Addendum Package and/or the Offer Submission Package as appropriate and apply to this solicitation SP0600-02-R-0002-0001:

**B17** (updated for this solicitation) SUPPLIES TO BE FURNISHED (LUBES)  
(DESC MAR 1985)

**E40.07** (new clause) MATERIAL INSPECTION AND RECEIVING REPORT-  
PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS(PORTS)  
(DOMESTIC BULK) (DESC OCT 2001)

**F4** (updated clause) DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

**G150.05** (updated clause) SUBMISSION OF INVOICES FOR PAYMENT-COMMERICAL ITEMS (BULK) (DESC OCIT 2000)

**H19.02** (updated clause) REPORTING REQUIREMENTS FOR SHIPMENTS (DESC NOV 2000)

**I28.02-1** (updated clause) FEDERAL, STATE, AND LOCAL TAXES/FEEs EXCLUDED FROM CONTRACTOR PRICE (DESC AUG 1997)

**I28.03-1**(updated clause) TAX EXEMPTION CERTIFICATES (DESC MAR 1989)

**K1.05**(updated clause) OFFEROR REPRESENTATION AND CERTIFICATIONS-COMMERICAL ITEM (NOV 1985)

**K15** (new clause) RELEASE OF UNIT PRICES (DESC JUL 2002)

7. Clause I1.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000) as contained in solicitation SP0600-02-R-0002, is updated as follows: In paragraph (d) change "Internet at <http://www.ccr2000.com>" to "Internet at <http://www.ccr.gov>".

8. Clause I1.03-2 CONTRACT TERMS AND CONDITIONS-COMMERICAL ITEMS (BULK) (DESC MAR 2000) as contained in solicitation SP0600-02-R-0002, is updated as follows: In paragraph (p) delete the words "or implied."

9. Offers should indicate the method of invoicing in the event of an award in accordance with Clause K45.01, FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998) and G150.05, SUBMISSION OF INVOICES FOR PAYMENT – COMMERICAL ITEMS (BULK) (DESC OCT 2001).

10. The solicitation is open effective September 9, 2002. The closing date and time for this solicitation is October 9, 2002 at 3:00 PM Eastern Standard time. Please submit your offer to the DESC Bid Custodian at facsimile number (703) 767-8506, the confirmation number is (703) 767-7367.

11. If you have any questions, contact Teresa J. Gill at (703) 767-9272 email [tgill@desc.dla.mil](mailto:tgill@desc.dla.mil) or the undersigned at (703) 767-9265 email [jmcguire@desc.dla.mil](mailto:jmcguire@desc.dla.mil).

N. J. MCGUIRE  
Contracting Office  
Bulk Fuels

Attachment (3)

Attachment

**B17 SUPPLIES TO BE FURNISHED (LUBES) (DESC MAR 1985)**

**LUBRICATING OIL, JET ENGINE (LA6)**

**NSN 9150-00-985-7031**

**MIL-PR-6081D DATED 10 NOV 1997**

**PURCHASE REQUEST SC0600-01-0339 AMENDMENT 005**

**TOTAL ESTIMATED QUANTITY: 25,000 USG**

<u>ITEM</u>	<u>DODAAC ACTIVITY</u>	<u>TOTAL ESTIMATED QTY/USG</u>	<u>FOB DEST PRICE/USG</u>
2004	N60042 Blue Angels Supply 1605 3 <sup>rd</sup> ST. Hanger 5 Bldg 229 NAF El Centro, CA 92243 POC via email: <a href="mailto:AK1-Jeremy.Beadle@blueangels.navy.mil">AK1-Jeremy.Beadle@blueangels.navy.mil</a> Delivery Hours: 0530 – 1700 MON – SAT Delivery every 7 – 10 days with 3 – 4 day notification Min Del: 2,500 Gallons Max Del: 3,000 Gallons * <u>FOB DESTINATION ONLY</u> VIA TRANSPORT TRUCK (TT) Special Requirement: Truck must be equipped with pump and 60 ft hose.	25,000	*(D) \$ _____

**E40.07 MATERIAL INSPECTION AND RECEIVING REPORT – PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) (DOMESTIC BULK) (DESC OCT 2001)**

(a) The information required in paragraphs (b) through (e) shall be submitted via the Paperless Ordering and Receipt Transaction Screens (PORTS) system. Whenever access to the PORTS system is limited or not available (i.e., during an extended loss of internet connectivity), the Contracting Officer must be notified and reports may be submitted manually until the PORTS system is again available for use.

(b) Laboratory reports shall be in the Standard Report Format given in Attachment 2 for the Standardized Format for Use in Preparation of Product Test Reports. Include, where applicable, information on any intermediate shipping or holding tanks with batch number designations used to define the product movement. Use the guidelines below to determine when to submit the laboratory reports.

(1) **MARINE SHIPMENTS.** Submit a completed DD Form 250-1, test reports, and vessel ullage reports for all products shipped. If more than one shipping tank was used for the lift, include a complete analysis of each shipping tank and clearly indicate the quantity of product drawn from each tank.

(2) **PIPELINE SHIPMENTS.** Submit a completed DD Form 250, copy of order (DD Form 1155), and complete laboratory results for total quantity of product shipped from each shipping tank used to fill the order. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(3) **TRUCK AND RAIL CAR SHIPMENTS.** When loading from source tank has finished, submit one copy of the complete laboratory analysis for the source tank and attach all DD Forms 250 for product received from that source tank. Insure test methods or test codes as defined in the Attachment are specified on the test report.

(c) If only one shipment is made from a shipping tank, then the quantity of the Standard Report Format should represent the quantity shipped and not the tank capacity nor the quantity in the tank at the time of sampling. If more than one shipment was made from the same shipping tank, the quantity can either be left blank or annotated with the quantity shipped during that individual shipment.

(d) In all cases, the DD Form 250 or DD Form 250-1 should contain information that will connect the shipment being documented with the product source tank used. This information includes batch number, tank approval date, and tank number. Insure that the "city" indicated on the Standard Test Report Form matches the city from which the shipment was made that is indicated in the "Shipped From" block on the DD Form 250 series document.

(e) One copy of the documents and reports listed in paragraph (b) shall be transmitted by mail, email, or facsimile to the Defense Energy Support Center.

(1) Reports sent by mail shall be forwarded to--

ATTN DESC-BP (LR) ROOM 2954  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J KINGMAN ROAD SUITE 4950  
FORT BELVOIR VA 22060-6222

(2) Reports sent by email shall be forwarded to either **C. Long, clong@desc.dla.mil**, or **Ken Henz, khenz@desc.dla.mil**.

(3) The number to use for reports sent by facsimile is **(703) 767-8366**.

(f) All Contractors shall submit the requested information on the **Signature Sheet for Bulk PORTS** form (Attachment 3).

(DESC 52.246-9FG2)

#### **F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)**

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins: Date of Award and ends: 31 March 2003.

(2) Delivery period begins: 02 January 2003 and ends: 31 March 2003 plus a thirty-day carry over.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

#### **G150.05 SUBMISSION OF INVOICES FOR PAYMENT-COMMERCIAL ITEMS (BULK) (DESC OCT 2001)**

(a) **CERTIFICATION OF RECEIPT.**

(1) **F.O.B. DESTINATION DELIVERIES.**

(i) The Quality Representative (QR) or authorized receiving activity personnel will certify the receipt and forward three copies to the appropriate paying office. If the receiving activity is not a U.S. organization, the authorized U.S. representative, as indicated in the SIOTH, will certify and distribute the receiving documents. One of the copies of the receiving report submitted for payment must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: **"ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE"**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) The receipt for f.o.b. destination fuel may be one of the following documents:

(A) The DD Form 250, Material Inspection and Receiving Report;

(B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(C) The DD Form 1155, Order for Supplies or Services, or the SF 1449,

Solicitation/Contract/Order for Commercial Items.

(2) **F.O.B. ORIGIN DELIVERIES.**

(i) The QR will certify the receiving report and provide the Contractor with three copies, except for electronic submission, which requires only one copy. One copy must contain the original signature of the QR and will have the following information stamped, printed, or typed on it: **“ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE”**. The receiving report must be signed by the QR to certify acceptance of the product prior to submission of the receiving report to the paying office.

(ii) In order to receive payment, the Contractor must mail three copies (one of which will contain an original signature) of the applicable receiving report to the appropriate paying office, identifying the invoice numbers that are supported by the receiving documents. For electronic submission, the Contractor must maintain the hard copy receiving report for a period of seven years after final payment under this contract and will make it available for inspection by the Government, if requested.

(iii) When faxing an invoice, the Contractor shall also submit the applicable original receiving report no later than three days after each delivery. If the hard copy receiving report is not received from the Contractor by the paying office within 90 days of a facsimile receiving report, the provisions of this clause become inoperative and future fax messages will not be acceptable until remedial action is taken by the Contractor.

(iv) The receipt for f.o.b. origin fuel may be one of the following documents:

(A) The DD Form 250, Material Inspection and Receiving Report;

(B) The DD Form 250-1, Tanker/Barge Material and Inspection Report; or

(b) **SUBMISSION OF INVOICES BY MAIL.** Unless otherwise indicated on the face of the DD 1155 or SF 1449, hard copy invoices for product paid for by Defense Logistics Agency/DESC funds should be mailed to the address below:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
STOCK FUND DIRECTORATE  
FUELS ACCOUNTING AND PAYMENT DIVISION  
ATTN DFAS-BVDFB/CC  
PO BOX 182317  
COLUMBUS OH 43218-6250

(c) **SUBMISSION OF INVOICES BY FACSIMILE.**

(1) Contractors that select the facsimile method of invoicing prior to contract award must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the fax method.

(2) Contractors shall include their own fax number on each document transmitted.

(3) Fax number for invoices is **(614) 693-0670/0671/0672** (DFAS-BVDP/CC).

(4) Contractors that elect to transmit invoices by fax are responsible for validating receipt of the faxed invoice. Verification can be made by calling Customer Service (DFAS-BVDP/CC) at **(800) 756-4571 (Options 2 and 2)** between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays. DFAS-BVDP/CC will not be held accountable for transmissions not received.

(5) After transmitting the original invoice, the Contractor shall mark that invoice **“ORIGINAL INVOICE - FAXED”** and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-BVDP/CC specifically requests it.

(d) **SUBMISSION OF INVOICES ELECTRONICALLY.**

(1) **APPLICABILITY.** Electronic submission of invoices applies only to DoD items paid for with DLA/DESC funds by DFAS Columbus, OH.

(2) **REQUIREMENTS.** Prior to submission of electronic invoices via electronic data interchange (EDI) under this clause, the Contractor and DESC must have a signed Trading Partner Agreement (TPA) and Addendum 810, Invoices, and Addendum 824, Invoice Return Notification. Invoices submitted electronically shall be in accordance with the provisions of the signed TPA and Addendum 810. Electronic invoices submitted shall be American National Standards Institute (ANSI) Accredited Standard Committee (ASC) X12 810 Transaction Sets. These 810 Transaction Sets shall follow the AVNET Convention as specified by the Petroleum Industry Data Exchange. The electronic invoice shall contain all fields required by the AVNET Convention, including the contract number, order number, name of tanker and cargo number or shipment number (if applicable), item number, and contract description of

supplies, services, sizes, quantities, unit price, and extended total, and, if shipment is made of a Government Bill of Lading, the Bill of Lading number.

(3) **INVOICING ADDRESS.** Electronic invoices for items paid for with DLA/DESC, as cited on the DD 1155 or SF 1449, shall be electronically submitted to DTDN/S39008 or GOVDP/S39008.

(e) **SUBMISSION OF INVOICES BY COURIER.**

(1) Couriers, acting on the behalf of the Contractor, may deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
FUELS ACCOUNTING AND PAYMENTS  
ATTN DFAS-BVDFB/CC  
3990 EAST BROAD STREET, BLDG 21  
COLUMBUS OH 43213-1152

(2) Invoices submitted by courier to the above address will be treated in a timely manner.

(f) **NOTES.**

(1) Invoices will reflect quantities in **whole** numbers.

(2) Unless otherwise expressly specified in the Schedule, payment of invoices will be made in U.S. currency.

(3) **INVOICING FOR DETENTION/DEMURRAGE COSTS.** Invoices for detention/demurrage costs will be submitted by the Contractor directly to the Contracting Officer.

(DESC 52.232-9F70)

**H19.02 REPORTING REQUIREMENTS FOR SHIPMENTS (DESC MAR 2002)**

(a) Under Data Item Description (DID) Number DI-MGMT-80320 and AMSC Number S4068, the Contractor shall provide the required transaction data shown under (d) below.

(b) The Contractor agrees to submit, within 72 hours of delivery, the shipping data specified in (d) below for all f.o.b. origin shipments requiring transportation by pipeline, tank truck, or tank car. In addition to f.o.b. origin shipments, the Contractor also agrees to submit such information on all other shipments to areas under the responsibility of Defense Energy Support Center (DESC) West. Data specified shall be submitted to the appropriate DESC office listed below:

**AREA OF LIFT (SHIPMENT)**

**DESC ADDRESS AND TELEPHONE NUMBER**

Alabama, Arizona, Arkansas, Connecticut, Delaware,  
District of Columbia, Florida, Georgia, Illinois, Indiana,  
Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland,  
Massachusetts, Michigan, Minnesota, Mississippi,  
Missouri, Nebraska, New Hampshire, New Jersey,  
New Mexico, New York, North Carolina, North Dakota,  
Ohio, Oklahoma, Pennsylvania, Rhode Island,  
South Carolina, South Dakota, Tennessee, Texas, Vermont,  
Virginia, West Virginia, Wisconsin, Bolivia, Caribbean Area,  
Colombia, El Salvador, Honduras, Mexico, Puerto Rico,  
and West Indies

Defense Energy Support Center Houston  
2320 La Branch Street, Suite 1005  
Houston, TX 77004-1091  
TELEPHONE: 713-718-3883  
DSN: 940-1373  
FAX: 713-718-3891/3899

California, Colorado, Idaho, Montana, Nevada, Oregon, Utah,  
Washington and Wyoming

Defense Energy Support Center  
Los Angeles  
3171 N. Gaffey Street  
San Pedro, CA 90731-1099  
TELEPHONE: 310-900-6960

FAX: 310-900-6976

Alaska and Aleutians

Defense Energy Support Center

Alaska

Elmendorf AFB, AK 99506-5000

TELEPHONE: 907-552-760/2857/4650

TWX: 907-753-0517

**(c) OVERSEAS AREA OF RESPONSIBILITY (INCLUDING ALASKA AND HAWAII):**

<u>AREA</u>	<u>FOOTNOTE</u>	<u>AREA</u>	
<u>FOOTNOTE</u>			
Afghanistan	2	Marianas	3
Africa (except countries assigned to DFR Middle East)	1	Mediterranean Sea countries	1
Alaska	3	New Zealand	3
Australia	3	Oman	2
Bahrain	2	Pakistan	2
Burma	3	Philippines	3
Djibouti	2	Qatar	2
East Indies	3	Ryukyu Islands	3
Egypt	2	Saudi Arabia	2
Ethiopia	2	Somalia	2
Europe (continental)	1	South Pacific Islands	3
Hawaii	3	Sri Lanka	3
Indian Ocean countries	3	Sudan	2
Japan	3	Taiwan	2
Jordan	2	Thailand	3
Kenya	2	Turkey	1
Korea	3	United Arab Emirates	2
Kuwait	2	United Kingdom	1
Malaya	3	Yemen	2

FOOTNOTES:

1. DESC Europe

American Arms Hotel  
August STR 6 Box 224  
65189 Wiesbaden, Germany

Phone:  
COM 49-611-380-7666  
FAX 011 49-611-380-7412

2. DESC Middle East

PSC 451, Box 386  
FPO AE 09834-0386

Phone: Awali, Bahrain  
DSN (318) 439-4650  
COM 011 973-724650  
FAX 011 973-724670

3. DESC Pacific

Box 64110  
Camp H M Smith HI 96861-4110

Phone: COM (808) 477-6692  
FAX (808) 477-5710

(d) In order of preference, shipment data may be submitted via facsimile (FAX), mail, telephone, or TWX/TELEX.

(1) If the FAX method is used, the Contractor shall transmit one copy of the signed DD Form 250, Material Inspection and Receiving Report.

(2) If the FAX method is NOT used, AND the normal mailing time DOES NOT EXCEED 72 hours, the Contractor may submit one copy of the signed DD Form 250 by mail.

(3) If the FAX method is NOT used and the normal mailing time EXCEEDS 72 hours, the Contractor shall extract the data specified below from the applicable DD Form 250 for submission via telephone or TWX/TELEX. Submission of data via these methods shall be confirmed by a signed copy of the DD Form 250, received by the cognizant DESC office within 14 days of the f.o.b. origin delivery.

DATA	DD FORM 250 BLOCK NO./DATA
A. National stock number	16 Enter as cited
B. Quantity	17 Enter as cited
C. Contract number	1 Enter as cited
D. Contract line item number	15 Enter as cited
E. Shipment number/SUPAAC	2 Enter as cited
F. Day commenced loading/pumping	16 Enter for pipeline, if cited
G. Bill of lading (B/L) number	4 Enter as cited, for f.o.b. origin shipments only
H. Delivery order number	1 Enter as cited
I. Final shipment indicator	2 Enter, if cited, after "Shipment No."
J. Product Shipment Day	3 Enter as cited, for f.o.b. origin shipments only
K. Product receipt day	22 Enter as cited, for other than f.o.b. origin shipments
L. Mode of shipment	4 Enter as cited

(4) For those Contractors that are authorized Alternate Release Procedures on f.o.b. origin shipments, the unsigned DD Form 250 shall be sent to the applicable DESC office in lieu of the signed copy referenced in (1), (2), and (3) above.

(DESC 52.242-9FQ1)

**128.02-1 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE  
(DESC MAR 2002)**

(a) **FEDERAL EXCISE TAXES EXCLUDED.** Contract prices for fuel and oils furnished under this contract exclude Federal Excise Taxes (FET). Contractors shall invoice applicable FET as follows:

(1) **GASOLINE/GASOHOL.** The FET should be included on the Contractor's invoice as a separate item. The following FET will apply:



<u>FET PER GALLON</u>	<u>GASOLINE/GASOHOL</u>	<u>PERCENTAGE OF ALCOHOL</u>
\$0.184	Gasoline	
\$0.15379	5.7% Gasohol	At least 5.59%, but less than 7.55%
\$0.14319	7.7% Gasohol	At least 7.55%, but less than 9.8%
\$0.131	10% Gasohol	At least 9.8%, but less than 10%

(2) **AVIATION GASOLINE.** Do not include the FET of \$0.194 per gallon on the Contractor's invoice since all fuel is intended for exempt uses.

(3) **RESIDUAL FUEL OIL (NUMBERS 5 AND 6).** There is no FET on residual fuel oil.

(4) **DIESEL FUEL.**

(i) **UNDYED DIESEL FUEL.** Include the FET of \$0.244 per gallon as a separate item on the Contractor's invoice.

(ii) **DYED DIESEL FUEL.** There is no FET on dyed diesel fuel.

(iii) **F76.** There is no FET on F76. F76 is excluded from the definition of diesel fuel under Internal Revenue Service (IRS) Regulation 26 CFR Section 48.4081-1.

(5) **JET FUEL.** Do not include the FET of \$0.219 per gallon on the Contractor's invoice since all fuel is intended for exempt uses. **A Contractor not permitted by IRS regulations to sell fuel tax free should state that in its offer.**

(b) **STATE AND LOCAL TAXES EXCLUDED.** All contract prices exclude State and local excise taxes on fuels (including gasoline taxes, motor fuel taxes, diesel fuel taxes, special fuel taxes, aircraft fuel taxes, jet fuel taxes, heating oil taxes, kerosene taxes, lubricating oil taxes, and naphtha, solvent, benzol, and benzine taxes). Contractors should include any applicable taxes (for which no exemption applies) as a separate item on the Contractor's invoice in accordance with the terms of this contract.

(c) **CALIFORNIA SALES AND USE TAX.** All contract prices exclude the California State Sales and Use Tax. Sales to the United States are exempt from these taxes.

(d) **ENVIRONMENTAL AND OIL SPILL TAXES AND INSPECTION FEES.** Unless an exemption applies, all contract prices INCLUDE State and local environmental and oil spill taxes and inspection fees.

(e) **LICENSES.** Federal, State, and local licenses or other activities necessary to establish Contractor's entitlement to do business and/or to make tax-exempt sales under this contract are the Contractor's responsibility. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes that would otherwise be exempt.

(DESC 52.229-9F20)

#### **I28.03-1 TAX EXEMPTION CERTIFICATES (DESC MAR 2002)**

(a) **FEDERAL EXCISE TAXES.** Contractors shall forward requests for tax exemption certificates covering any Federal Excise Tax (FET) excluded from the contract price pursuant to the terms of this contract with Contractor's invoices or as otherwise indicated by the Contracting Officer or Ordering Officer.

(b) **STATE AND LOCAL TAXES.** Contractors shall forward requests for tax exemption certificates covering any State or local tax excluded from the contract price pursuant to the terms of this contract with Contractor's invoices or as otherwise indicated by the Contracting Officer or Ordering Officer.

(c) **GOVERNMENT OPTION TO DEDUCT TAX AND FURNISH TAX EXEMPTION CERTIFICATES.** If this contract provides that the Contractor should invoice for FET, the supplies to be furnished at the time of contract execution are generally intended for a taxable purpose. However, where the invoice for any item includes FET and tax exemption can be claimed, the applicable tax may be deducted by the Government from the order or the invoice and a tax exemption certificate furnished in lieu of paying the tax. The Contracting Officer or Ordering Officer will issue these tax exemption certificates.

(DESC 52.229-9F40)

#### **K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000, tailored)

#### **K15 RELEASE OF UNIT PRICES ( DESC JUL 2002)**

(a) The Defense Energy Support Center (DESC) has routinely released the unit prices of successful and unsuccessful offerors to interested parties at the conclusion of the procurement. These unit prices are the bottom-line price per unit of product. Unit price may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors. This information has been released pursuant to the Freedom of Information Act in various formats, including abstracts of offers received, bid evaluation model reports, notices to unsuccessful offerors, and other summary formats. Updated contract prices are also publicly posted on the DESC website throughout the delivery period of some contracts. Offerors have not objected to DESC's routine release or disclosure of these unit prices.

(b) DESC does not believe that release of unit prices after award causes any competitive harm. If the offeror disagrees, the offeror must provide a detailed explanation of how it will suffer competitive harm from the release of unit prices after award. The competitive harm explanation is required if the offeror either agrees to release award prices only, or does not agree with releasing any unit prices. This detailed explanation must be provided with the initial offer. DESC will use this information to determine if there is a sufficient basis to withhold the unit price after award. The offeror's indication of disagreement with release of unit prices and/or failure to provide a detailed explanation of competitive harm with the initial offer may result in release of unit prices after award. Failure to agree to the release of unit prices shall not be a factor considered in contract award.

(c) Offerors shall indicate their agreement below to the release of unit prices after award. **NOTE:** The offeror's agreement or disagreement with release of unit prices must apply to all items and may not be split to apply differently to different line items.

☐ Offeror **AGREES** to the release of unit prices.

☐ Offeror **AGREES** to the release of unit prices, but only in the event of contract award.

Detailed rationale as to why the release of unit prices of unsuccessful offers would cause competitive harm is attached.

☐ Offeror **DOES NOT AGREE** to the release of unit prices. Detailed rationale as to why the release of unit prices would cause competitive harm is attached.

(DESC 52.224-9F25)